

RECORDATION NO. 27046-B FILED

JUN 29 '07 -11 30 AM

SURFACE TRANSPORTATION BOARD

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June 29, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Mortgage, dated as of June 29, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Car Lease Agreement and Schedule No. 1 as Amended and Memorandum of Assignment Agreement being filed with the Board under Recordation Numbers 27046 and 27046-A, respectively.

The names and addresses of the parties to the enclosed document are:

Debtor: ARH 2006-1, LLC
c/o AllCapital (US), LLC
780 Third Avenue
New York, NY 10017

Secured Party: Wells Fargo Bank Northwest, National
Association
299 South Main Street
Salt Lake City, UT 84111

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

100 covered hopper railcars: ALHX 1000 – ALHX 1099.

A short summary of the document to appear in the index is:

Memorandum of Mortgage.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', followed by a horizontal line.

Robert W. Alvord

RWA/sem
Enclosures

JUN 29 '07 -11 30 AM

MEMORANDUM OF MORTGAGE

SURFACE TRANSPORTATION BOARD

Memorandum of Mortgage, made and entered into as of June 29, 2007 between ARH 2006-1, LLC, (the "Debtor") and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Security Trustee under the Security Agreement referred to below (together with its successors and permitted assigns, the "Secured Party"). Terms used in this instrument have the meanings assigned thereto in the Security Agreement dated as of May 31, 2006 (as supplemented, including by Security Agreement Supplement No. 11 dated the date hereof, the "Security Agreement") between the Secured Party and the Debtor.

W I T N E S S E T H:

The undersigned have entered into the Security Agreement, by which the Debtor has granted a security interest in certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto and in the lease referred to on Exhibit B attached hereto to the Secured Party in order to secure the Debtor's performance of its obligations as described in the Security Agreement.

* * *

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

ARH 2006-1, LLC

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as Security Trustee

By 
Name: _____
Title: **Colum Carr
Manager**

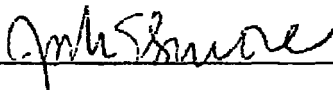
By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

ARH 2006-1, LLC

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as Security Trustee

By _____
Name:
Title:

By 
Name: JOSHUA ELSMORE
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 25 day of JUNE in the year 2007 before me personally came COLUM CARR to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at 4153 E. 53RD, NY NY 10022; that he/she/they is (are) the manager (~~president or other officer or director or attorney-in-fact~~ duly appointed) of the Debtor, the limited liability company described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said limited liability company.

[Notarial Seal]


Notary Public

CHARLES E. KNAPP
Notary Public, State of New York
No 02KN4994768
Qualified in Westchester County
Commission Expires April 13, ~~19~~ 2010

EXHIBIT A

UNITS

One Hundred (100) 6,350 cubic foot capacity stub sill design covered hoppers; 110 ton nominal capacity, with 286,000 lbs GRL, with one (1) continuous full length trough with five (5) hatch covers, and four (4) 42" x 42" gravity discharge outlets, each manufactured by National Steel Car Limited

Car Numbers: ALHX 1000 through 1099

together with all substitutions, replacements and renewals of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, whether the Debtor now has rights therein or such rights shall hereafter be acquired by it.

EXHIBIT B


LEASE

Schedule No. 01 to Master Car Lease Agreement executed by Poet Nutrition, Inc. on April 9, 2007 and by the Manager on May 2, 2007, as amended by Amendment No. 01 to Schedule No. 01 to Master Car Lease Agreement as executed by the Manager on May 2, 2007 and by Poet Nutrition, Inc. on May 7, 2007 relating to the Master Car Lease Agreement dated as of April 9, 2007 between the Manager and Poet Nutrition, Inc., as such schedule to such lease is assigned to the Debtor by the Assignment and Assumption Agreement and incorporating the terms of the Master Car Lease Agreement dated as of April 9, 2007 between the Manager and Poet Nutrition, Inc. in effect on June 29, 2007, as may be further amended after such date by agreement between the Debtor and Poet Nutrition, Inc. in respect of the agreement contained in Schedule No. 01.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/29/07



Robert W. Alvord